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Attorneys for Third-Party Defendants
RAHI SYSTEMS, INC., PURE FUTURE
TECHNOLOGY, INC., MASOOD MINHAS AKA
MIKE MINHAS, NAUMAN KARAMAT AKA
NORMAN KARAMAT, KAROLINE BANZON,
NABIA UDDIN and KAELYN NGUYEN

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

CISCO SYSTEMS, INC., a California
corporation, and CISCO TECHNOLOGY,
INC., a California corporation,

Plaintiffs,

v.

ZAHID "DONNY" HASSAN SHEIKH, an
individual; SHAHID SHEIKH, an
individual; ROYA SHEIKH a.k.a. ROYA
SADAGHIANI, an individual; KAMRAN
SHEIKH, an individual; IT DEVICES
ONLINE, INC., a California corporation;
PUREFUTURETECH, LLC, a California
limited liability company; and JESSICA
LITTLE a.k.a. JESSICA MCINTOSH, an
individual personally and dba MCINTOSH
NETWORKS,

Defendants.

AND RELATED CROSS-ACTION.

Case No. 4:18-cv-07602-YGR

**DECLARATION OF KATHLEEN B.
FRIEND IN SUPPORT OF THIRD PARTY
DEFENDANTS' MOTION FOR
ADMINISTRATIVE RELIEF TO FILE
UNDER SEAL**

Date: *Submitted Without Hearing*
Time: *Submitted Without Hearing*
Ct rm: 1, 4th Floor
Judge: Hon. Yvonne Gonzalez Rogers

1 I, Kathleen B. Friend, declare.

2 1. I am an attorney with the law firm Donahue Fitzgerald, LLP, which represents
3 Third-Party Defendants Rahi Systems, Inc., Mike Minhas, Pure Future Technology, Inc., Norman
4 Karamat, Karoline Banzon, Nabia Uddin and Kaelyn Nguyen ("Third-Party Defendants") in this
5 matter. I make this declaration of my own personal knowledge, except as otherwise stated.

6 2. On May 21, 2018, the Alameda County Superior Court entered a protective order
7 ("Protective Order") in the related state court case *Advanced Digital Solutions International, Inc.*
8 *v. Rahi Systems, Inc., et al.*, Alameda County Superior Court Case No. RG17881868 ("Related
9 State Case"). A true and correct copy of the Protective Order is attached hereto as **Exhibit 1**.

10 3. Pursuant to the Protective Order, Rahi Systems, Inc. ("Rahi") produced documents
11 in the Related State Case bates stamped Rahi00001-2, 23, 108-111, 282-283, 1271-1279, and 80-
12 81. The documents contain private, pay-related and financial information about the individual
13 Third-Party Defendants, information about Rahi's internal procedure, and identification of Rahi's
14 customers. Therefore, Rahi designated the documents as "Confidential—Attorney's Eyes Only"
15 under the Protective Order. The documents are attached to the Declaration of Ms. Friend in
16 Support of Third-Party Defendants' Motion for Summary Judgment, or in the Alternative Motion
17 for Partial Summary Judgment ("MSJ") filed on May 29, 2020 as Exhibits 30-34 and the contents
18 of the documents are discussed in Third Party Defendants' Reply Memorandum of Points and
19 Authorities in Support of Third-Party Defendants' MSJ ("Reply") and Third Party Defendants'
20 Reply Separate Statement in Support of MSJ ("Reply Separate Statement") filed concurrently
21 with this declaration.

22 4. On September 10, 2019, the Court in this case entered the Stipulated Protective
23 Order Re: Confidential Information ("SPO"). A true and correct copy of the SPO is attached
24 hereto as **Exhibit 2**.

25 5. Cisco Systems, Inc. and Cisco Technology, Inc. (together "Cisco") produced
26 documents bates numbered CISCO00000729, 2098-2108, 2147, 2166-70, 2263, 4316-23, 5-26,
27 6752-53, 6761, 3413-16, 3410, 3471, and 3422, and designated the documents as "Confidential"
28 under the SPO. Advanced Digital Solutions International, Inc. ("ADSI") produced documents

1 bates numbered ADSI 1519-20, 1522-1525, 1521, 1534-1537, 1526-27, 1538-1551, 1552, and 98,
2 and designated the documents as "Confidential" under the SPO. The depositions of Kamran
3 Sheikh, Farhad Sheikh, Shahid Sheikh and were taken and ADSI designated portions of the
4 deposition transcript as "Confidential" under the SPO. Third parties, UPS Stores located on
5 Washington Blvd. and Warm Springs Blvd. in Fremont, California ("UPS"), produced documents
6 that they designated as "Confidential" under the SPO. The documents described in this paragraph
7 are attached as Exhibits 1-2, 8-11, 15-16, 18-23, 26-28, and 42-43 to the Declaration of Ms.
8 Friend in Support of the MSJ filed on May 29, 2020 and as Exhibit 44 to the Supplemental Reply
9 Declaration of Kathleen B. Friend in Support of the MSJ filed concurrently with this declaration.
10 Additionally, the contents of the documents are discussed in the Reply and Reply Separate
11 Statement filed concurrently with this declaration. The Third-Party Defendants take no position
12 about whether the documents were properly designated but are filing the documents under seal as
13 required under the Protective Order.

14 I declare under penalty of perjury under the laws of the United States of America that the
15 foregoing is true and correct.

16 Executed this June 18, 2020 at Emeryville, California

17 
18 _____
Kathleen B. Friend

EXHIBIT 1



20907380

FILED
ALAMEDA COUNTY

MAY 21 2018

CLERK OF THE SUPERIOR COURT
By Deputy

Karen Reinhold (State Bar No. 104817)
Jennifer H. Murakami (State Bar No. 273603)
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Attorneys for Plaintiff and Cross-Defendant
ADVANCED DIGITAL SOLUTIONS
INTERNATIONAL, INC., and
Cross-Defendant SHAHID SHEIKH

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

ADVANCED DIGITAL SOLUTIONS
INTERNATIONAL, INC.,

Plaintiff,

v.

RAHI SYSTEMS, INC., PURE FUTURE
TECHNOLOGY, INC., MIKE MINHAS,
NORMAN KARAMAT, NABIA UDDIN,
KAROLINE BANZON, KAELYN
NGUYEN and DOES 1-10, inclusive,

Defendants.

CASE NO. RG17881868

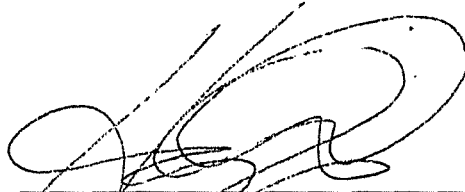
~~PROPOSED~~ STIPULATED
PROTECTIVE ORDER

AND RELATED CROSS-ACTIONS.

1 The attached Stipulation for Protective Order re: Confidential Information (**Exhibit A**), is
2 hereby adopted as the Order of the Court.

3 **IT IS SO ORDERED.**

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5 Dated: May 21, 2018

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JUDGE OF THE SUPERIOR COURT

Karen Reinhold (State Bar No. 104817)
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

ADVANCED DIGITAL SOLUTIONS
INTERNATIONAL, INC.,

Plaintiff,

v.

RAHI SYSTEMS, INC., PURE FUTURE
TECHNOLOGY, INC., MIKE MINHAS,
NORMAN KARAMAT, NABIA UDDIN,
KAROLINE BANZON, KAELYN
NGUYEN and DOES 1-10, inclusive,

Defendants.

AND RELATED CROSS-ACTIONS.

CASE NO. RG17881868

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

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2 hereby adopted as the Order of the Court.

3 **IT IS SO ORDERED.**

4
5 Dated: _____, 2018

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JUDGE OF THE SUPERIOR COURT

Exhibit A

04-30-2018 10:54 AM

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FILED BY FAX

ALAMEDA COUNTY

April 30, 2018

CLERK OF
THE SUPERIOR COURT
By Alicia Espinoza, Deputy

CASE NUMBER:

RG17881868

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INTERNATIONAL, INC., and
Cross-Defendant SHAHID SHEIKH

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

ADVANCED DIGITAL SOLUTIONS
INTERNATIONAL, INC.,

Plaintiff,

v.

RAHI SYSTEMS, INC., PURE FUTURE
TECHNOLOGY, INC., MIKE MINHAS,
NORMAN KARAMAT, NABIA UDDIN,
KAROLINE BANZON, KAELYN
NGUYEN and DOES 1-10, inclusive,

Defendants.

AND RELATED CROSS-ACTIONS.

CASE NO. RG17881868

**STIPULATION FOR PROTECTIVE
ORDER RE: CONFIDENTIAL
INFORMATION**

8812956234.1

HOPKINS & CARLEY
ATTORNEYS AT LAW
SAN JOSE & FALGOUTO

STIPULATION FOR PROTECTIVE ORDER RE: CONFIDENTIAL INFORMATION

1 WHEREAS, the parties in the above-captioned action pending in the Superior Court of
 2 California, County of Alameda (“Litigation”) anticipate that during the course of the Litigation
 3 documents and/or information of a sensitive, private and confidential nature may be produced in
 4 the course of discovery or otherwise disclosed or provided; and

5 WHEREAS, the parties wish to protect the confidentiality of such documents and
 6 information during the discovery process.

7 NOW THEREFORE, the parties hereby stipulate to and petition the Court to enter this
 8 Stipulation for Protective Order Re: Confidential Information (“Stipulated Protective Order”).

9 1. DEFINITIONS

10 1.1 Challenging Party: a Party or Non-Party that challenges the designation of
 11 information or items under this Stipulated Protective Order.

12 1.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
 13 generated, stored or maintained) or tangible things that is not publicly known and is of technical
 14 or commercial advantage to its possessor, including trade secret, financial, proprietary,
 15 competitive, or commercially sensitive information, or other information required by law or
 16 agreement to be kept confidential such as personnel information regarding current or former
 17 employees. This category shall also include personal phone numbers, personal email addresses,
 18 and other personal identifying information that would cause harm if made part of the public
 19 record.

20 1.3 Counsel (without qualifier): Outside Counsel of Record (including support staff)
 21 and House Counsel (as well as their support staff).

22 1.4 Designating Party: a Party or Non-Party that designates information or items that it
 23 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or
 24 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

25 1.5 Disclosure or Discovery Material: all items or information, regardless of the
 26 medium or manner in which it is generated, stored, or maintained (including, among other things,
 27 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
 28 responses to discovery in this matter.

1.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the Litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action, (2) is not a past or current employee of a Party, and (3) at the time of retention, is not anticipated to become an employee of a Party.

1.7 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (or “AEO”) Information or Items: The Parties agree that this category shall be used on a very limited basis and shall only cover extremely sensitive “Confidential Information or Items,” disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means, including, but not limited to (a) confidential financial information that is not in the public domain regarding either a company or a person, and (b) marketing data that is highly sensitive or customer identification data or information [including customer needs and related pricing information] that is kept confidential by the Party or other commercial data that the Party has agreed to keep confidential by the terms of an agreement with a Party or third party.

1.8 House Counsel: attorneys who are employees of a Party to this action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

1.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity not included in the definition of Party below.

1.10 Outside Counsel of Record: attorneys who are not employees of a Party to this action but are retained to represent or advise a Party to this action and have appeared in this action on behalf of that Party or are affiliated with a law firm which has appeared on behalf of that Party.

1.11 Party: Any Party to this action. In the case of Rahi Systems and Advanced Digital, a maximum of four individuals, not counting the individual defendants, who are officers, directors, or employees (including House Counsel) of Rahi Systems or Advanced Digital to whom disclosure is reasonably necessary for this Litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

1.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this action.

1.13 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

1.14 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL,” or as “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

1.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

1.16 Employee: this term includes both payroll employees of Rahi Systems or Advanced Digital as well as independent contractors who have an established independent contractor relationship unrelated to this litigation with Rahi Systems or Advanced Digital.

2. SCOPE

The protections conferred by this Stipulated Protective Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the protections conferred by this Stipulated Protective Order do not cover the following information: (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Stipulated Protective Order; and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party.

3. DURATION

Even after final disposition of this Litigation, the confidentiality obligations imposed by this Stipulated Protective Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2) final

1 judgment herein after the completion and exhaustion of all appeals, re-hearings, remands, trials,
 2 or reviews of this action, including the time limits for filing any motions or applications for
 3 extension of time pursuant to applicable law.

4 4. DESIGNATING PROTECTED MATERIAL

5 4.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
 6 or Non-Party that designates information or items for protection under this Stipulated Protective
 7 Order must take care to limit any such designation to specific material that qualifies under the
 8 appropriate standards. To the extent it is practical to do so, the Designating Party must designate
 9 for protection only those parts of material, documents, items, or oral or written communications
 10 that qualify – so that other portions of the material, documents, items, or communications for
 11 which protection is not warranted are not swept unjustifiably within the ambit of this Stipulated
 12 Protective Order.

13 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
 14 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
 15 unnecessarily encumber or impede the case development process or to impose unnecessary
 16 expenses and burdens on other parties) expose the Designating Party to sanctions.

17 If it comes to a Designating Party's attention that information or items that it designated
 18 for protection do not qualify for protection at all or do not qualify for the level of protection
 19 initially asserted, that Designating Party must promptly notify all other parties that it is
 20 withdrawing the mistaken designation.

21 4.2 Manner and Timing of Designations. Any Party or Non-Party may designate as
 22 Confidential and/or AEO any document or response to discovery which that Party or Non-Party
 23 considers in good faith to contain Confidential and/or AEO information. Except as otherwise
 24 provided in this Stipulated Protective Order (see, e.g., second paragraph of section 4.2(a) below),
 25 or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for
 26 protection under this Stipulated Protective Order must be clearly so designated before the material
 27 is disclosed or produced.

28 Designation in conformity with this Stipulated Protective Order requires:

1 (a) for information in documentary form, (e.g., paper or electronic documents, but
 2 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
 3 Party affix the legend “CONFIDENTIAL” or “CONFIDENTIAL-AEO” to each page that
 4 contains protected material.

5 A Party or Non-Party that makes original documents or materials available for inspection
 6 need not designate them for protection until after the inspecting Party has indicated which
 7 material it would like copied and produced. During the inspection and before the designation, all
 8 of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the
 9 inspecting Party has identified the documents it wants copied and produced, the Producing Party
 10 must determine which documents, or portions thereof, qualify for protection under this Stipulated
 11 Protective Order. Then, before producing the specified documents, the Producing Party must
 12 affix the legend “CONFIDENTIAL” or “CONFIDENTIAL-AEO” to each page that contains
 13 Protected Material. In addition, a Party or Non-Party who is not producing the information may
 14 designate in writing within fourteen (14) days after receipt of said information that specific pages
 15 be treated as “CONFIDENTIAL” or “CONFIDENTIAL-AEO” and counsel for all parties shall
 16 then mark all copies of the designated material in their possession or control with the specified
 17 designation.

18 (b) for testimony given in deposition, any Party or Non-Party may identify on the record,
 19 before the close of the deposition, all protected information disclosed during the deposition and
 20 specify the level of protection being asserted. In addition, any Party or Non-Party, or the
 21 deponent may elect to take fourteen (14) calendar days from the delivery of the deposition
 22 transcript to designate the portions of the deponent's transcript that qualify as CONFIDENTIAL
 23 or CONFIDENTIAL – ATTORNEYS’ EYES ONLY Information. Such designation shall be
 24 communicated in writing to all Parties. Only those portions of the testimony that are
 25 appropriately designated for protection within this fourteen (14) day period shall be covered by
 26 the provisions of this Stipulated Protective Order. Alternatively, a Designating Party may
 27 specify, at the deposition or up to fourteen (14) calendar days from the delivery of the deposition
 28 transcript, that the entire transcript shall be treated as “CONFIDENTIAL” or “CONFIDENTIAL

1 – ATTORNEYS’ EYES ONLY.” Until the expiration of this fourteen day period the transcript
2 shall be treated as CONFIDENTIAL – ATTORNEYS’ EYES ONLY Information.

3 The use of a document as an exhibit at a deposition shall not in any way affect its
4 designation as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

5 Transcripts containing Protected Material shall have an obvious legend on the title page
6 that the transcript contains Protected Material, and the title page shall be followed by a list of all
7 pages (including line numbers as appropriate) that have been designated as Protected Material and
8 the level of protection being asserted by the Designating Party. The Designating Party shall
9 inform the court reporter of these requirements.

10 (c) for information produced in some electronic form (such as a DVD containing
11 documents) and for any other tangible items, it shall be treated as being documentary information
12 under paragraph (a) above but any CONFIDENTIAL or CONFIDENTIAL – AEO designation
13 shall be affixed in a prominent place on the exterior of the container or containers in which the
14 information or item is stored. If only a portion or portions of the information or item warrant
15 protection, the Producing Party, to the extent practicable, shall identify the protected portion(s)
16 and specify the level of protection being asserted.

17 4.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
18 designate qualified information or items does not, standing alone, waive the Designating Party’s
19 right to secure protection under this Order for such material. Upon timely correction of a
20 designation, the Receiving Party must make reasonable efforts to assure that the material is
21 treated in accordance with the provisions of this Stipulated Protective Order. If feasible, the
22 Designating Party shall promptly provide a copy of any Disclosure or Discovery Material with
23 the proper designation to counsel for the Receiving Party, upon receipt of which the Receiving
24 Party shall promptly return or destroy all copies with the incorrect designation.

25 5. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 5.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
27 confidentiality at any time that is consistent with the Court’s Scheduling Order. Unless a prompt
28 challenge to a Designating Party’s confidentiality designation is necessary to avoid foreseeable,

substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the Litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

5.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by providing written notice of each designation it is challenging and describing the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the challenge to confidentiality is being made in accordance with this specific paragraph of the Stipulated Protective Order. The parties shall attempt to resolve each challenge in good faith. A Challenging Party may proceed to the next stage of the challenge process only if it has attempted to meet and confer first or establishes that the Designating Party is unwilling to meet and confer in a timely manner.

5.3 Judicial Intervention.

A Challenging Party that elects to pursue a challenge to a confidentiality designation may file and serve a motion with the Court that identifies the challenged Disclosure or Discovery Material and sets forth in detail the basis for the challenge. Each such motion must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed in the preceding paragraph.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges and frivolous opposition to challenges and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging or Opposition Party to sanctions. Until the Court rules on the challenge, all parties shall continue to afford the material in question the level of protection designated unless the Designating party withdraws the designation in writing.

6. ACCESS TO AND USE OF PROTECTED MATERIAL

6.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this Litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Litigation

1 has been terminated, a Receiving Party must comply with the provisions of section 12 below
 2 (FINAL DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a location and
 4 in a secure manner that ensures that access is limited to the persons authorized under this
 5 Stipulated Protective Order.

6 6.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
 7 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may
 8 disclose any information or item designated “CONFIDENTIAL” only to:

9 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees
 10 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information
 11 for this Litigation and who have been informed of the provisions of the Stipulated Protective
 12 Order;

13 (b) a maximum of four individuals, not counting the individual defendants, who are
 14 officers, directors, or employees (including House Counsel) of Defendant Rahi Systems, Inc. to
 15 whom disclosure is reasonably necessary for this Litigation and who have signed the
 16 “Acknowledgment and Agreement to Be Bound”;

17 (c) a maximum of four individuals who are officers, directors, or employees of Plaintiff
 18 Advanced Digital Solutions International, Inc. (“Advanced Digital”) to whom disclosure is
 19 reasonably necessary for this Litigation and who have signed the “Acknowledgment and
 20 Agreement to Be Bound”;

21 (d) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
 22 reasonably necessary for this Litigation and who have signed the “Acknowledgment and
 23 Agreement to Be Bound”;

24 (e) the individual defendants named in Advanced Digital’s complaint;

25 (f) the Court and its personnel and court reporters and their staff;

26 (g) professional jury or trial consultants, and Professional Vendors to whom disclosure is
 27 reasonably necessary for this Litigation and who have signed the “Acknowledgment and
 28 Agreement to Be Bound”;

(h) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” prior to receiving any Protected Material, unless otherwise agreed by the Designating Party or, witnesses who have refused to sign the “Acknowledgment and Agreement to be Bound” provided that the Party who designated the Protected Material is present at the deposition and has received prior notice that the Protected Material will be used and further provided that the witness may be shown the Protected Material but shall not be allowed to retain copies;

(i) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information; and

(j) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by all of the parties engaged in settlement discussions.

6.3 Disclosure of “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

(a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Litigation and who have been informed of the provisions of the Stipulated Protective Order;

(b) the individual defendants named in Advanced Digital’s complaint provided the individual defendant has signed the “Acknowledgement and Agreement to Be Bound” and subject to the restriction that the individual defendant may only view items or information designated by the opposing Party as CONFIDENTIAL – ATTORNEYS’ EYES ONLY in the offices of the outside counsel for the individual defendants or Rahi Systems in the presence of their counsel and may not photograph, copy in any fashion, possess or retain in any form any of the items or information;

(c) a maximum of four individuals, not counting the individual defendants, who are officers, directors, or employees (including House Counsel) of Defendant Rahi Systems to whom

disclosure is reasonably necessary for this Litigation and who have signed the “Acknowledgment and Agreement to Be Bound” and subject to the restriction that these individuals may only view items or information designated by the opposing Party as CONFIDENTIAL-ATTORNEYS’ EYES ONLY in the offices of outside counsel for the individual defendants or Rahi Systems and in the presence of Rahi Systems’ counsel and may not photograph, copy in any fashion, possess or retain in any form any of the items or information;

(d) a maximum of four individuals who are officers, directors, or employees of Plaintiff Advanced Digital to whom disclosure is reasonably necessary for this Litigation and who have signed the “Acknowledgment and Agreement to Be Bound” and subject to the restriction that these individuals may only view items or information designated by the opposing Party as CONFIDENTIAL-ATTORNEYS’ EYES ONLY in the offices of outside counsel for Advanced Digital and in the presence of Advanced Digital’s counsel and may not photograph, copy in any fashion, possess or retain in any form any of the items or information;

(e) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this Litigation, and (2) who have signed the “Acknowledgment and Agreement to Be Bound”;

(f) the Court and its personnel and court reporters and their staff;

(g) professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for this Litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(h) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information; and

(i) Each Receiving Party reserves the right to ask the Court to allow additional access to materials designated as CONFIDENTIAL—ATTORNEYS’ EYES ONLY on an adequate showing of good cause. In advance of any such request, the parties shall meet and confer in good faith to attempt to reach agreement where the Receiving Party must: (a) identify the materials designated as CONFIDENTIAL—ATTORNEYS’ EYES ONLY that it seeks to disclose such materials; (b) identify the individuals to whom it seeks to disclose such materials; and (c) provide the grounds as to why such disclosure is necessary. If the parties are unable to reach agreement,

1 they shall follow the procedures set forth in Section 5. The Receiving Party shall have the burden
 2 to show a need to disclose the materials designated as CONFIDENTIAL—ATTORNEYS’ EYES
 3 ONLY to each individual under a standard to be adjudicated by the Court at the time the request
 4 is made by the Receiving Party.

5 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
 6 LITIGATION

7 If a Party is served with a subpoena or a court order issued in other litigation that compels
 8 disclosure of any information or items designated in this action as “CONFIDENTIAL” or
 9 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

10 (a) promptly notify in writing the Designating Party. Such notification shall include a
 11 copy of the subpoena or court order;

12 (b) promptly notify in writing the Party who caused the subpoena or order to issue in the
 13 other litigation that some or all of the material covered by the subpoena or order is subject to this
 14 Stipulated Protective Order. Such notification shall include a copy of this Stipulated Protective
 15 Order; and

16 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
 17 Designating Party whose Protected Material may be affected.¹

18 If the Designating Party timely seeks a protective order, the Party served with the
 19 subpoena or court order shall not produce any information designated in this action as
 20 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a
 21 determination by the court from which the subpoena or order issued, unless the Party has obtained
 22 the Designating Party’s permission. The Designating Party shall bear the burden and expense of
 23 seeking protection in that court of its confidential material – and nothing in these provisions
 24 should be construed as authorizing or encouraging a Receiving Party in this action to disobey a
 25 lawful directive from another court.

26
 27 ¹ The purpose of imposing these duties is to alert the interested parties to the existence of
 28 this Stipulated Protective Order and to afford the Designating Party in this case an opportunity to
 try to protect its confidentiality interests in the court from which the subpoena or order issued.

1 8. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
 2 LITIGATION

3 (a) The terms of this Stipulated Protective Order are applicable to information
 4 produced by a Non-Party in this action and designated as “CONFIDENTIAL” or
 5 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. Such information produced by Non-Parties
 6 in connection with this Litigation is protected by the remedies and relief provided by this
 7 Stipulated Protective Order. Nothing in these provisions should be construed as prohibiting a
 8 Non-Party from seeking additional protections.

9 (b) In the event that a Party is required, by a valid discovery request, to produce a
 10 Non-Party’s confidential information in its possession, and the Party is subject to an agreement
 11 with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

12 1. promptly notify in writing the Requesting Party and the Non-Party that
 13 some or all of the information requested is subject to a confidentiality agreement with a Non-
 14 Party;

15 2. promptly provide the Non-Party with a copy of the Stipulated Protective
 16 Order in this Litigation, the relevant discovery request(s), and a reasonably specific description of
 17 the information requested; and

18 3. make the information requested available for inspection by the Non-Party.

19 (c) If the Non-Party fails to object or seek a protective order from this court within
 20 fourteen (14) calendar days of receiving the notice and accompanying information, the Receiving
 21 Party may produce the Non-Party’s confidential information responsive to the discovery request.
 22 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
 23 information in its possession or control that is subject to the confidentiality agreement with the
 24 Non-Party before a determination by the court. Absent a court order to the contrary, the Non-
 25 Party shall bear the burden and expense of seeking protection in this court of its Protected
 26 Material.

27 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

28 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected

1 Material to any person or in any circumstance not authorized under this Stipulated Protective
 2 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the
 3 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
 4 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were
 5 made of all the terms of this Stipulated Protective Order, and (d) request such person or persons
 6 to execute the "Acknowledgment and Agreement to Be Bound."

7 10. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
 8 MATERIAL

9 If information subject to a claim of attorney-client privilege, work product immunity, or
 10 other privilege, doctrine, right, or immunity is inadvertently or unintentionally produced, such
 11 production shall in no way prejudice or otherwise constitute a waiver or estoppel as to any such
 12 privilege, doctrine, right or immunity. Any party that inadvertently produces materials protected
 13 by the attorney-client privilege, work product privilege, or other privilege, doctrine, right, or
 14 immunity may obtain the return of those materials by promptly notifying the recipient(s) and
 15 providing a privilege log for the inadvertently produced materials. The recipient(s) shall gather
 16 and return all copies of the privileged material to the Producing Party, except for any pages
 17 containing privileged markings made by the recipient, which pages shall instead be destroyed and
 18 certified as such to the Producing Party by the recipient. Notwithstanding this provision, Outside
 19 Counsel is not required to delete information that may reside on their respective firm's electronic
 20 back-up systems that are over-written in the normal course of business.

21 11. MISCELLANEOUS

22 11.1 Right to Further Relief. Nothing in this Stipulated Protective Order abridges the
 23 right of any person to seek its modification by the court in the future.

24 11.2 Right to Assert Other Objections. By stipulating to the entry of this Stipulated
 25 Protective Order, no Party waives any right it otherwise would have to object to disclosing or
 26 producing any information or item on any ground not addressed in this Stipulated Protective
 27 Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of
 28 the material covered by this Stipulated Protective Order.

1 11.3 Filing Protected Material.

2 (a) Nothing contained in this Stipulated Protective Order shall be construed to
3 prejudice any Party's right to use at trial or in any hearing before the court any Protected
4 Material, provided that reasonable notice of the intended use of such material shall be given to all
5 counsel of record in order to enable the parties to arrange for appropriate safeguards, and
6 provided that the rules applicable to sealing records, as further addressed below, are followed.
7 Likewise, nothing in this Stipulated Protective Order shall be dispositive of any issues of
8 relevance, discoverability or admissibility.

9 (b) The submission of any materials designated as "CONFIDENTIAL" or
10 "CONFIDENTIAL – ATTORNEYS' EYES ONLY," pursuant to this Stipulated Protective Order
11 to the court in the Litigation must comply with California Rules of Court ("CRC") 2.550, 2.551
12 and 8.46 to the extent applicable. If the materials are required to be kept confidential by law or
13 are submitted in connection with discovery motions or proceedings, no court order is required.
14 (CRC 2.550(a)(2) and (3).) However, if the materials are submitted for use at trial or as the basis
15 for adjudication of matters other than discovery motions or proceedings, a court order sealing the
16 materials is required and may only be obtained by careful compliance with the procedures set
17 forth in CRC 2.551.

18 (c) If either Party seeks to file Protected Material or disclose the contents of
19 Protected Material designated as such by the opposing Party as a basis for adjudication other than
20 discovery motions or proceedings (e.g., motions within the scope of CRC 3.1350 and 3.764), the
21 filing Party must meet and confer with the designating Party at least 10 calendar days prior to the
22 intended filing date to offer the designating Party the opportunity to evaluate whether the
23 designated materials fall within the parameters of CRC 2.550(d), and to either (a) remove the
24 "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES ONLY" designation, or (b)
25 prepare a motion or application pursuant to CRC 2.551(b).

26 (d) The Parties understand that failure to comply with the procedural requirements
27 of CRC 2.551 or failure to present evidence sufficient to support the findings set forth in CRC
28 2.550(d) may result in the placement of confidential materials in the public file. The Parties

1 further understand that no sealing order will be issued solely on the basis of the existence and
2 applicability of this Stipulated Protective Order. (CRC 2.551(a).)

3 12. FINAL DISPOSITION

4 Within sixty (60) calendar days after the final disposition of this action, as defined in
5 Section 3, each Receiving Party must return all Protected Material to the Producing Party or
6 destroy such material. As used in this subdivision, “all Protected Material” includes all copies,
7 abstracts, compilations, summaries, and any other format reproducing or capturing any of the
8 Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party
9 must submit a written certification to the Producing Party (and, if not the same person or entity, to
10 the Designating Party) by the sixty (60) calendar day deadline that confirms compliance with the
11 terms of this Section. Notwithstanding this provision, Counsel are entitled to retain an archival
12 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
13 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
14 consultant and expert work product, even if such materials contain Protected Material. Any such
15 archival copies that contain or constitute Protected Material remain subject to this Stipulated
16 Protective Order as set forth in Section 3.


17 14. RETENTION OF JURISDICTION

18 The Court shall retain jurisdiction over all persons to be bound by the terms of this
19 Stipulated Protective Order, during the pendency of this action and for such time thereafter as is
20 needed to carry out its terms.
21
22
23
24
25
26
27
28

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2
3 Dated: April 30, 2018

HOPKINS & CARLEY
A Law Corporation

4
5 By: 
6 Karen Reinhold
7 Jennifer Murakami
8 Attorneys for Plaintiff and Cross-
9 Defendant ADVANCED DIGITAL
10 SOLUTIONS INTERNATIONAL, INC.,
11 and Cross-Defendant SHAHID SHEIKH

12
13 Dated: April , 2018

LAW OFFICES OF RICHARD R.
GUGGENHEIM

14 By: _____
15 Richard R. Guggenheim
16 Attorneys for Defendant
17 RAHI SYSTEMS, INC.

18
19 Dated: April , 2018

DONAHUE FITZGERALD, LLP.

20 By: _____
21 John C. Kirke
22 Jesse B. McKeithen
23 Attorneys for Defendants and Cross-
24 Complainants
25 PURE FUTURE TECHNOLOGY, INC.,
26 MIKE MINHAS, NORMAN KARAMAT,
27 NABIA UDDIN, KAROLINE BANZON
28 and KAELYN NGUYEN

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2
3 Dated: April , 2018

HOPKINS & CARLEY
A Law Corporation

4
5 By: _____

6 Karen Reinhold
7 Jennifer Murakami
8 Attorneys for Plaintiff and Cross-
9 Defendant ADVANCED DIGITAL
10 SOLUTIONS INTERNATIONAL, INC.,
11 and Cross-Defendant SHAHID SHEIKH

12
13 Dated: April 26, 2018

LAW OFFICES OF RICHARD R.
GUGGENHEIM

14
15 By: _____

16 Richard R. Guggenheim
17 Attorneys for Defendant
18 RAHI SYSTEMS, INC.

19
20 Dated: April , 2018

DONAHUE FITZGERALD, LLP.

21
22 By: _____

23 John C. Kirke
24 Jesse B. McKeithen
25 Attorneys for Defendants and Cross-
26 Complainants
27 PURE FUTURE TECHNOLOGY, INC.,
28 MIKE MINHAS, NORMAN KARAMAT,
NABIA UDDIN, KAROLINE BANZON
and KAELYN NGUYEN

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2
3 Dated: April , 2018

HOPKINS & CARLEY
A Law Corporation

4
5 By: _____

6 Karen Reinhold
7 Jennifer Murakami
8 Attorneys for Plaintiff and Cross-
9 Defendant ADVANCED DIGITAL
10 SOLUTIONS INTERNATIONAL, INC.,
11 and Cross-Defendant SHAHID SHEIKH

12
13 Dated: April , 2018

LAW OFFICES OF RICHARD R.
GUGGENHEIM

14
15 By: _____

16 Richard R. Guggenheim
17 Attorneys for Defendant
18 RAHI SYSTEMS, INC.

19
20 Dated: April 26 2018

DONAHUE FITZGERALD, LLP.

21
22 By: _____

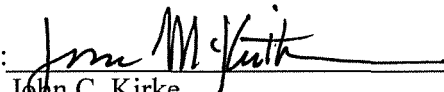
23 
24 John C. Kirke
25 Jesse B. McKeithen
26 Attorneys for Defendants and Cross-
27 Complainants
28 PURE FUTURE TECHNOLOGY, INC.,
MIKE MINHAS, NORMAN KARAMAT,
NABIA UDDIN, KAROLINE BANZON
and KAELYN NGUYEN

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY PROTECTIVE ORDER**

I, _____ [print or type full name], of _____
 _____ [print or type full address],
 declare under penalty of perjury that I have read in its entirety and understand the Stipulated
 Protective Order that was issued by the Superior Court of California for the County of Alameda
 on _____, 2018 in the case of *Advanced Digital Solutions*
International, Inc. v. Rahi Systems, Inc., et al, Case No. RG17881868. I agree to comply with
 and to be bound by all the terms of this Stipulated Protective Order and I understand and
 acknowledge that failure to so comply could expose me to sanctions and punishment in the nature
 of contempt. I solemnly promise that I will not disclose in any manner any information or item
 that is subject to this Stipulated Protective Order to any person or entity except in strict
 compliance with the provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the Superior Court of California for the
 County of Alameda for the purpose of enforcing the terms of this Stipulated Protective Order,
 even if such enforcement proceedings occur after termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

Karen Reinhold (State Bar No. 104817)
Jennifer H. Murakami (State Bar No. 273603)
HOPKINS & CARLEY
A Law Corporation
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Attorneys for Plaintiff and Cross-Defendant
ADVANCED DIGITAL SOLUTIONS
INTERNATIONAL, INC., and
Cross-Defendant SHAHID SHEIKH

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

ADVANCED DIGITAL SOLUTIONS
INTERNATIONAL, INC.,

Plaintiff,

v.

RAHI SYSTEMS, INC., PURE FUTURE
TECHNOLOGY, INC., MIKE MINHAS,
NORMAN KARAMAT, NABIA UDDIN,
KAROLINE BANZON, KAELYN
NGUYEN and DOES 1-10, inclusive,

Defendants.

AND RELATED CROSS-ACTIONS.

CASE NO. RG17881868

PROOF OF SERVICE

ASSIGNED FOR ALL PURPOSES TO
JUDGE ROBERT MCGUINNESS
DEPARTMENT 22

Action Filed: November 9, 2017
Trial Date: None

I am a citizen of the United States and employed in Santa Clara County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is The Letitia Building, 70 S First Street, San Jose, California 95113-2406. On the date listed below I served a copy of the document(s) listed below:

[PROPOSED] STIPULATED PROTECTIVE ORDER

☐

By transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.

☒

by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Jose, California addressed as set forth below.

☐

by placing the document(s) listed above in a sealed FEDEX envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a FEDEX agent for delivery.

☐

by causing the document(s) listed above to be personally delivered to the person(s) and/or address(es) set forth below.

☒

by causing a true and correct copy to be electronically mailed through Hopkins & Carley's electronic mail system to the email address(s) set forth below, or as stated on the attached service list per agreement in accordance with Code of Civil Procedure section 1010.6(a)(2). [*Courtesy Copy*]

SEE ATTACHED SERVICE LIST

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 3, 2018 at San Jose, California.

Edwina Feguis

1 Richard R. Guggenheim
2 LAW OFFICES OF RICHARD R.
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*Attorneys for Defendants and Cross-
Complainants*
**PURE FUTURE TECHNOLOGY, INC.,
MIKE MINHAS, NORMAN KARAMAT,
NABIA UDDIN, KAROLINE BANZON and
KAELYN NGUYEN**

EXHIBIT 2

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CISCO SYSTEMS, INC., et al.
Plaintiffs,

v.

SHEIKH, et al.
Defendants.

ADVANCED DIGITAL SOLUTIONS
INTERNATIONAL, INC.,
Third-Party Plaintiff,

v.

RAHI SYSTEMS, INC., et al.
Third-Party Defendants.

Case No. 4:18-CV-07602-YGR

STIPULATED PROTECTIVE ORDER
RE: CONFIDENTIAL INFORMATION

As Modified by the Court

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal;

Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that are not publicly known and are of technical or commercial advantage to its owner, including trade secret, financial, proprietary, competitive, commercially sensitive information (e.g., Party or Non-Party’s customers and related purchasing and sales information), or other information required by law or agreement to be kept confidential, and information that qualifies for protection under Federal Rule of Civil Procedure 26(c).

2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

2.4 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.5 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action.

2.7 House Counsel: attorneys who are employees of a party to this action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.8 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.9 Outside Counsel of Record: attorneys who are not employees of a party to this action

1 but are retained to represent or advise a party to this action and have appeared in this action on
2 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

3 2.10 Party: any party to this action, including all of its officers, directors, employees,
4 consultants, retained experts and professional vendors, and Outside Counsel of Record (and their
5 support staffs).

6 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
7 Material in this action.

8 2.12 Professional Vendors: persons or entities that provide litigation support services
9 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
10 storing, or retrieving data in any form or medium) and their employees and subcontractors.

11 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
12 "CONFIDENTIAL."

13 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
14 Producing Party.

15 3. SCOPE

16 The protections conferred by this Stipulation and Order cover not only Protected Material (as
17 defined above), but also (1) any information copied or extracted from Protected Material; (2) all
18 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
19 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
20 However, the protections conferred by this Stipulation and Order do not cover the following
21 information: (a) any information that is in the public domain at the time of disclosure to a Receiving
22 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
23 publication not involving a violation of this Order, including becoming part of the public record
24 through trial or otherwise; and (b) any information known to the Receiving Party prior to the
25 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
26 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of
27 Protected Material at trial shall be governed by a separate agreement or order.

1 4. DURATION

2 Even after final disposition of this litigation, the confidentiality obligations imposed by this
3 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
4 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
5 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion
6 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the
7 time limits for filing any motions or applications for extension of time pursuant to applicable law.

8 5. DESIGNATING PROTECTED MATERIAL

9 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
10 Non-Party that designates information or items for protection under this Order must take care to
11 limit any such designation to specific material that qualifies under the appropriate standards. The
12 Designating Party must designate for protection only those parts of material, documents, items, or
13 oral or written communications that qualify – so that other portions of the material, documents,
14 items, or communications for which protection is not warranted are not swept unjustifiably within
15 the ambit of this Order.

16 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
17 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily
18 encumber or retard the case development process or to impose unnecessary expenses and burdens on
19 other parties) expose the Designating Party to sanctions.

20 If it comes to a Designating Party's attention that information or items that it designated for
21 protection do not qualify for protection, that Designating Party must promptly notify all other Parties
22 that it is withdrawing the mistaken designation.

23 5.2 Manner and Timing of Designations. Any Party or Non-Party may designate as
24 Confidential any document or response to discovery which that Party or Non-Party considers in good
25 faith to contain "CONFIDENTIAL" information. Except as otherwise provided in this Order (see,
26 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or
27

1 Discovery Material that qualifies for protection under this Order must be clearly so designated
2 before the material is disclosed or produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic documents, but
5 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
6 affix the legend “CONFIDENTIAL” to each page that contains protected material. If only a portion
7 or portions of the material on a page qualifies for protection, the Producing Party also must clearly
8 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

9 A Party or Non-Party that makes original documents or materials available for inspection
10 need not designate them for protection until after the inspecting Party has indicated which material it
11 would like copied and produced. During the inspection and before the designation, all of the material
12 made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
13 identified the documents it wants copied and produced, the Producing Party must determine which
14 documents, or portions thereof, qualify for protection under this Order. Then, before producing the
15 specified documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page
16 that contains Protected Material. If only a portion or portions of the material on a page qualifies for
17 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making
18 appropriate markings in the margins).

19 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
20 Designating Party identify on the record, before the close of the deposition, hearing, or other
21 proceeding, all protected testimony any Party or Non-Party may identify on the record, before the
22 close of the deposition, all protected information disclosed during the deposition. In addition, any
23 Party or Non-Party may elect to designate portions of the transcript as “CONFIDENTIAL” within 14
24 calendar days from the delivery of the deposition transcript. Such designations shall be
25 communicated in writing to all Parties. Only those portions of the testimony that are appropriately
26 designated for protection within this 14 day period shall be covered by the provisions of this
27 Stipulated Protective Order. Until the expiration of this 14 day period, the entire transcript shall be
28

1 treated as “CONFIDENTIAL” information. The use of a document as an exhibit at a deposition shall
2 not in any way affect its designation as “CONFIDENTIAL”

3 (c) for information produced in some form other than documentary and for any other
4 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or
5 containers in which the information or item is stored the legend “CONFIDENTIAL.” If only a
6 portion or portions of the information or item warrant protection, the Producing Party, to the extent
7 practicable, shall identify the protected portion(s).

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
9 designate qualified information or items does not, standing alone, waive the Designating Party’s
10 right to secure protection under this Order for such material. Upon timely correction of a
11 designation, the Receiving Party must make reasonable efforts to assure that the material is treated in
12 accordance with the provisions of this Order.

13 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

14 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
15 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
16 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
17 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
18 confidentiality designation by electing not to mount a challenge promptly after the original
19 designation is disclosed.

20 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
21 by providing written notice of each designation it is challenging and describing the basis for each
22 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
23 recite that the challenge to confidentiality is being made in accordance with this specific paragraph
24 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must
25 begin the process by conferring directly (in voice to voice dialogue; other forms of communication
26 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging
27 Party must explain the basis for its belief that the confidentiality designation was not proper and
28

1 must give the Designating Party an opportunity to review the designated material, to reconsider the
2 circumstances, and, if no change in designation is offered, to explain the basis for the chosen
3 designation. A Challenging Party may proceed to the next stage of the challenge process only if it
4 has engaged in this meet and confer process first or establishes that the Designating Party is
5 unwilling to participate in the meet and confer process in a timely manner.

6 **6.3 Judicial Intervention.** If the Parties cannot resolve a challenge without court
7 intervention, the parties shall follow the Court's Standing Order in Civil Cases regarding Discovery
8 and Discovery Motions. The parties may file a joint letter brief regarding retaining confidentiality
9 within 21 days of the initial notice of challenge or within 14 days of the parties agreeing that the
10 meet and confer process will not resolve their dispute, whichever is earlier. Failure by a Designating
11 Party to file such discovery dispute letter within the applicable 21- or 14-day period (set forth above)
12 with the Court shall automatically waive the confidentiality designation for each challenged
13 designation. If, after submitting a joint letter brief, the Court allows that a motion may be filed, any
14 such motion must be accompanied by a competent declaration affirming that the movant has
15 complied with the meet and confer requirements imposed in the preceding paragraph. The Court,
16 in its discretion, may elect to transfer the discovery matter to a Magistrate Judge.

17 In addition, the parties may file a joint letter brief regarding a challenge to a confidentiality
18 designation at any time if there is good cause for doing so, including a challenge to the designation
19 of a deposition transcript or any portions thereof. If, after submitting a joint letter brief, the Court
20 allows that a motion may be filed, any motion brought pursuant to this provision must be
21 accompanied by a competent declaration affirming that the movant has complied with the meet and
22 confer requirements imposed by the preceding paragraph. The Court, in its discretion, may elect to
23 refer the discovery matter to a Magistrate Judge.

24 The burden of persuasion in any such challenge proceeding shall be on the Designating
25 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
26 unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions.
27 Unless the Designating Party has waived the confidentiality designation by failing to file a letter
28 brief to retain confidentiality as described above, all parties shall continue to afford the material in
question the level of protection to which it is entitled under the Producing Party's designation until

1 the court rules on the challenge.

2 7. ACCESS TO AND USE OF PROTECTED MATERIAL

3 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
4 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
5 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
6 the categories of persons and under the conditions described in this Order. When the litigation has
7 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
8 DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party at a location and in a
10 secure manner that ensures that access is limited to the persons authorized under this Order.

11 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by
12 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
13 information or item designated “CONFIDENTIAL” only to:

14 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees
15 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for
16 this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is
17 attached hereto as Exhibit A;

18 (b) the officers, directors, and employees (including House Counsel) of the Receiving
19 Party to whom disclosure is reasonably necessary for this litigation and who have signed the
20 “Acknowledgment and Agreement to Be Bound” (attached hereto as “Exhibit A”);

21 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
22 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement
23 to Be Bound” (Exhibit A);

24 (d) the court and its personnel;

25 (e) court reporters and their staff, professional jury or trial consultants, mock jurors, and
26 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
27 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order;

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by all the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these

provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this action and designated as "CONFIDENTIAL." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected

1 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
2 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
3 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)
4 inform the person or persons to whom unauthorized disclosures were made of all the terms of this
5 Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to
6 Be Bound” that is attached hereto as Exhibit A.

7 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
8 MATERIAL

9 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced
10 material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties
11 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to
12 modify whatever procedure may be established in an e-discovery order that provides for production
13 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
14 parties reach an agreement on the effect of disclosure of a communication or information covered by
15 the attorney-client privilege or work product protection, the parties may incorporate their agreement
16 in the stipulated protective order submitted to the court.

17 12. MISCELLANEOUS

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
19 its modification by the court in the future.

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
21 no Party waives any right it otherwise would have to object to disclosing or producing any
22 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
23 Party waives any right to object on any ground to use in evidence of any of the material covered by
24 this Protective Order.

25 12.3 Filing Protected Material. Without written permission from the Designating Party or a
26 court order secured after appropriate notice to all interested persons, a Party may not file in the
27 public record in this action any Protected Material. A Party that seeks to file under seal any Protected
28

1 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal
2 pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant
3 to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the
4 Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to
5 protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant
6 to Civil Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the information
7 in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the court.

8 13. FINAL DISPOSITION

9 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
10 Receiving Party must return all Protected Material to the Producing Party or destroy such material.
11 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
12 summaries, and any other format reproducing or capturing any of the Protected Material. Whether
13 the Protected Material is returned or destroyed, the Receiving Party must submit a written
14 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)
15 by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material
16 that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,
17 abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected
18 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
19 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
20 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant
21 and expert work product, even if such materials contain Protected Material. Any such archival copies
22 that contain or constitute Protected Material remain subject to this Protective Order as set forth in
23 Section 4 (DURATION).

24 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

25 DATED: September 6, 2019

26 /s/ Anna P. Chang

27 Anna P. Chang
28 Sideman & Bancroft LLP
Attorneys for Plaintiffs

Cisco Systems, Inc. and Cisco Technology, Inc.

DATED: September 6, 2019

/s/ Brad Stuckey

Brad Stuckey

Robinson Di Lando APLC

Attorneys for Defendants Zahid “Donny” Hassan
Sheikh and IT Devices Online, Inc.

DATED: September 6, 2019

/s/ Andrew Parkhurst

Andrew Parkhurst

McManis Faulkner LLP

Attorneys for Defendants Advanced Digital
Solutions International, Inc. and PureFutureTech,
LLC and Third-Party Plaintiff Advanced Digital
Solutions International, Inc.

DATED: September 6, 2019

/s/ Sam J. Polverino

Sam J. Polverino

Law Offices of Sam J. Polverino

Attorneys for Defendant Jessica Little

DATED: September 6, 2019

/s/ John C. Kirke

John C. Kirke

Donahue Fitzgerald LLP

Attorneys for Third-Party Defendants Rahi
Systems, Inc.; Pure Future Technology, Inc.;
Masood Minhas; Nauman Karamat; Nabia Uddin;
Karoline Banzon; and Kaelyn Nguyen

Attestation

I hereby attest pursuant to Civil Local Rule 5-1(i)(3) that concurrence in the electronic
filing of this document has been obtained from the other signatories above.

DATED: September 6, 2019

SIDEMAN & BANCROFT LLP

By: /s/ Anna P. Chang

Anna P. Chang

Attorneys for Plaintiffs

Cisco Systems, Inc. and Cisco Technology,
Inc.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: September 10, 2019



The Honorable Yvonne Gonzalez Rogers
United States District Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California on [date] in the case of *Cisco Systems, Inc., et al. v. Sheikh, et al.*, Case No. 4:18-CV-07602-YGR. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____